

**SERIAL 08137 C      AIRCRAFT AIRFRAME, ENGINE, AVIONICS, SHOP SUPPLIES &  
GENERAL AIRCRAFT PARTS & SERVICES**

**DATE OF LAST REVISION: April 23, 2009**

**CONTRACT END DATE: April 30, 2012**

**CONTRACT PERIOD THROUGH APRIL 30, 2012**

TO:                    All Departments

FROM:                Department of Materials Management

SUBJECT:            Contract for **AIRCRAFT AIRFRAME, ENGINE, AVIONICS, SHOP SUPPLIES &  
GENERAL AIRCRAFT PARTS & SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **April 23, 2009**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

---

Wes Baysinger, Director  
Materials Management

AS/bg  
Attach

Copy to:            Materials Management  
                         Amie Bristol, Sheriff Office

(Please remove Serial 03242- from your contract notebooks)

**INVITATION FOR BID FOR: AIRCRAFT AIRFRAME, ENGINE, AVIONICS, SHOP SUPPLIES & GENERAL AIRCRAFT PARTS & SERVICES**

**1.0 INTENT:**

The intent of this Invitation for Solicitation is to establish a contract for aircraft parts, accessories & repair services that are FAA certified as required for the Maricopa County Sheriff's Office fixed winged aircraft. A contract will be awarded that will allow Maricopa County Sheriff's Office Aviation Division to purchase on an as needed basis, items that meet the following general definitions listed in the technical specifications section of this call for bids.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 2.14 and 2.15, below).

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractor(s) are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.

**2.0 SPECIFICATIONS:**

**2.1 TECHNICAL REQUIREMENTS:**

2.1.1 This bid has been separated into five (5) areas covering:

2.1.1.1 Cessna and Piper Aircraft Air Frame Parts, Instruments, Tools and Labor for Repairs, Modifications, Calibration and Overhauls.

2.1.1.2 Textron Lycoming Piston, Continental and TCM Reciprocating Engine Parts, Bendix Magnetos and Engine Controls, Bendix (Precision) and HA-010 Fuel Systems Repair Parts, Accessories, Tools, and Labor for Repairs, Modifications, and Overhauls.

2.1.1.3 Aircraft Avionics, Electrical Avionic Systems, Repair Parts, Accessories, Tools, and Labor for Repairs, Modifications, Calibration and Overhauls. Avionics included are: ACE AR2002 Scanner, Motorola Communications Spectra 800MHz, Northern Airborne Tech Audio and FM Products, Fujinon Binoculars S1440, Global Wulfsberg Systems, FLIR Infrared Imaging Systems, Garmin, II Morrow Apollo, and Bendix-King items, and others as required.

2.1.1.4 Shop Supplies, Oil, Solvents, Paints, Tooling, Technical Publications and Revision Services, Parts Testing, Calibration Services and other Labor and Services needed to support the maintenance activities encountered daily above and beyond the before mentioned categories 2.1.1.1, 2.1.1.2, 2.1.1.3, and 2.1.1.5. Items to be covered include: DuPont Imron Products, Teledyne, Continental, Lycoming, and Bendix Manuals and Current Maintenance Technical Publications, Nondestructive parts testing and X-ray, Magna-Flux Services, Shop tools and supplies.

2.1.1.5 General Aircraft Parts, Supplies and Accessories: Parts, supplies and accessories shall include but not to be limited to: adhesives, air filters, alternators, nicad batteries, lead acid batteries, tire/wheel/brake parts, spark plugs, oil filters, cleaners, drill bits, electrical components, degreasers, ignition parts, aircraft jacks, hand tools, spread lubricants, motion sickness bags, tapes, safety wires, lamps/light bulbs, pneumatic systems, primer/paint/brushes, sandpaper, common hardware.

2.1.2 Labor rates for the above specifications in accordance with these pricing sheets. Failure to submit a bid for service labor rates **DOES NOT** disqualify a prospective vendor from bidding on this solicitation.

2.1.3 **SUPPORTIVE SPECIFICATIONS:**

2.1.3.1 **GUARANTEE:**

The successful bidder shall guarantee/warranty its product against any defect in workmanship or materials. Failure to comply with this requirement shall result in immediate return of the merchandise at the expense of the bidder for prompt replacement with merchandise meeting the standards listed herein. Should the bidder not meet this condition, the County shall obtain its requirements on the open market and the contractor shall be obligated to assume excess costs, if applicable.

2.1.3.2 **QUALITY:**

2.1.3.2.1 The materials and supplies called for herein shall be the best of their grade and types, prepared according to Cessna, Piper, Textron Lycoming, Continental and TCM standards and the F.A.A., and PMA approved (and others as required), and thoroughly tested and subjected to rigid examination and standardization. Items not meeting these requirements shall be replaced at no cost to the County upon due notice of deficiency.

2.1.3.2.2 To protect the interest of the County, the bidder guarantees that all equipment and supplies furnished will be the types and quality described in the specifications, or of the latest P/N's with all service bulletins and AD's performed and that they meet manufacturers' requirements, recommendations and requirements for warranty for new, used and overhauled parts.

2.1.3.2.3 All engine/avionics repair parts offered must be F.A.A. Certified and utilize Piper, and Cessna or PMA authorized parts with accompanying certificates, sales orders, serviceable parts tags, etc.

2.2 **DELIVERY AND INSTALLATION:**

2.2.1 Delivery is desired as soon as possible, but **REQUIRED** no later than twenty-four (24) hours for **Aircraft On Ground (A.O.G)** parts and within 48 hours for other specified parts after receipt of purchase order (via telephone or mail), if requested by the Sheriff's Office. If the vendor for any reason cannot meet delivery requirements the vendor shall notify the Aviation Division of expected delivery time. Back orders due to manufacturer's schedule must be approved by the Sheriff's Aviation Maintenance Director.

2.3 **EXPEDITED DELIVERY:**

2.3.1 If the Using Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Using Agency.

2.3.2 The Using Agency shall not advise the Contractor to proceed with an expedited shipment until acceptable terms are agreed upon and a purchase order is issued. Upon agreeing to the additional costs, the Using Agency shall advise the Contractor to proceed.

2.3.3 Upon receipt of material(s) and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed agreed to costs. The Using Agency shall retain all documents related to these costs within the agency purchase file.

**2.4 RETURN POLICY:**

- 2.4.1 The County may desire to return for refund certain overstocked repair parts that were purchased from and regularly stocked (not obsolete) by the vendor. Bidders shall state any time limitations and/or restocking charges that may be incurred as result of such returns.
- 2.4.2 Credit memos in the amount of the original parts purchase price minus any restocking fee if applicable shall be issued for each item returned unless otherwise stated in this bid.

**2.5 SHIPPING DOCUMENTS:**

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

- 2.5.1 Contract Serial number.
- 2.5.2 Contractor's name and address.
- 2.5.3 Using Agency name and address.
- 2.5.4 Using Agency purchase order number.
- 2.5.5 A description of product(s) shipped, including item number(s), quantity (ies), number of containers and package number(s), as applicable.

**2.6 SHIPPING TERMS:**

Bid price(s) and terms shall be F.O.B. Destination at:  
Maricopa County  
Sheriff's Aviation Division  
23636 N. 7<sup>th</sup> Street  
Phoenix, Arizona 85204

**2.7 OPERATING MANUALS:**

Upon delivery, Contractor shall provide comprehensive operational manuals, service manuals and schematic diagrams, if required by the Using Agency.

**2.8 TESTING:**

Unless otherwise specified, materials purchased will be inspected by the Using Agency to ensure the materials meet the quality and quantity requirements of the Specifications. When deemed necessary by the County, samples of the materials may be taken at random from stock received for submission to a commercial laboratory or other appropriate agency for analysis and tests as to whether the materials conform in all respects to the Specifications. In cases where commercial laboratory reports indicate that the materials do not meet the Specifications, the expense of such analysis shall be borne by the Contractor.

**2.9 DISCONTINUED MATERIALS:**

- 2.9.1 In the event that a manufacturer discontinues materials, the County may allow the Contractor to provide a substitute for the discontinued item or may cancel the Contract. If the Contractor requests permission to substitute a new material, the Contractor shall provide the following to the County:

- 2.9.1.1 Documentation from the manufacturer that the material has been discontinued.

2.9.1.2 Documentation that names the replacement material.

2.9.1.3 Documentation that provides clear and convincing evidence that the replacement material meets or exceeds all specifications required by the original solicitation.

2.9.1.4 Documentation that provides clear and convincing evidence that the replacement material will be compatible with all the functions or uses of the discontinued material.

2.9.1.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued material.

2.9.2 Material discontinuance applies only to those materials specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

**2.10 WARRANTY:**

2.10.1 All items furnished under this Contract shall conform to the requirements of this Contract and shall be free from defects in design, materials and workmanship.

2.10.2 The warranty period for workmanship and materials shall be for an initial period of twelve (12) months and commence upon acceptance by County.

2.10.2.1 The Contractor agrees that he will, at his own expense, provide all labor and parts required to remove, repair or replace, and reinstall any such defective workmanship and/or materials which becomes or is found to be defective during the term of this warranty. The Contractor shall guarantee the equipment to be supplied complies with all applicable regulations.

**2.11 BRAND NAME:**

The County reserves the right to request samples to determine quality and acceptability of materials bid by Contractor. In some cases, brand names have been listed in order to define the desired quality and are not intended to be restrictive or to limit competition. Materials substantially equivalent to those designated shall qualify for consideration.

**2.12 INVOICES AND PAYMENTS:**

2.12.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity
- Contract Item number(s)
- Description of Purchase (product or services)
- Pricing per unit of purchase
- Extended price
- Total Amount Due

2.12.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

2.12.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form (to be provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document ([www.maricopa.gov/finance/](http://www.maricopa.gov/finance/)).

2.12.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

2.13 TAX:

Tax shall not be levied against labor. Sales/use tax will be determined by County. Tax will not be used in determining low price.

2.14 STRATEGIC ALLIANCE for VOUME EXPENDITURES (\$AVE)

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

2.15 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed-price purchasing contract to cover a term of three (3) year.

3.2 OPTION TO RENEW:

The County may, at its option and with the approval of the Contractor, renew the term of this Contract up to a maximum of six (6) years, (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Materials Management Department of the County's intention to renew the contract term at least thirty (30) calendar days prior to the expiration of the original contract term.

3.3 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract annual anniversary. Requests for adjustment in cost of labor and/or materials must be

supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index or by performing a market survey.

**3.4 INDEMNIFICATION:**

3.4.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

3.4.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

3.4.3 The scope of this indemnification does not extend to the sole negligence of County.

**3.5 PROCUREMENT CARD ORDERING CAPABILITY:**

County may determine to use a procurement card that may be used from time-to-time, to place and make payment for orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

**3.6 INTERNET ORDERING CAPABILITY:**

It is the intent of County to use the Internet to communicate and to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

**3.7 REQUIREMENTS CONTRACT:**

3.7.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid will be a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials contained in the Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.

3.7.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

3.7.3 Contractors agree to accept verbal notification of cancellation from the Materials Management Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

**3.8 ORDERING AUTHORITY.**

- 3.8.1 The Contractor should understand that any request for purchase of product(s) shall be accompanied by a valid purchase order, issued by Materials Management, or by a Certified Agency Procurement Aid (CAPA).
- 3.8.2 County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers) may procure the products under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.
- 3.8.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the product(s) is the only document necessary for Customers to purchase and for the Contractor to proceed with delivery of product(s) available under this Contract.
- 3.8.4 Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Contractor.

**3.9 UNCONDITIONAL TERMINATION FOR CONVENIENCE:**

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

**3.10 TERMINATION FOR DEFAULT:**

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after the County deems that the Contractor has failed to remedy the problem after being forewarned.

**3.11 TERMINATION BY THE COUNTY:**

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate the Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate the Contract. Prior to termination of the Contract, the County shall give the Contractor fifteen- (15) calendar day's written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

**3.12 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.



**3.13 OFFSET FOR DAMAGES;**

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

**3.14 ADDITIONS/DELETIONS OF SERVICE:**

The County reserves the right to add and/or delete materials to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

**3.15 SUBCONTRACTING:**

3.15.1 The Contractor may not assign a Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

3.15.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

**3.16 AMENDMENTS:**

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Materials Management shall be responsible for approving all amendments for Maricopa County.

**3.17 RETENTION OF RECORDS:**

The Contractor agrees to retain all financial books, records, and other documents relevant to a Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the County shall have full access to, and the right to examine, copy and make use of, any and all said materials.

**3.18 ADEQUACY OF RECORDS:**

If the Contractor's books, records and other documents relevant to a Contract are not sufficient to support and document that allowable materials were provided, the Contractor shall reimburse Maricopa County for the materials not so adequately supported and documented.

**3.19 AUDIT DISALLOWANCES:**

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the County either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

**3.20 VALIDITY:**

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of the Contract.

**3.21 RIGHTS IN DATA:**

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

**3.22 RELATIONSHIPS:**

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the County and the Contractor.

**3.23 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

3.23.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

3.23.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

3.23.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3.23.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

3.23.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

3.23.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.

3.23.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

**3.24 ALTERNATIVE DISPUTE RESOLUTION:**

3.24.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

- 3.24.1.1 Render a decision;
- 3.24.1.2 Notify the parties that the exhibits are available for retrieval; and
- 3.24.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).
- 3.24.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.
- 3.24.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.
- 3.25 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:
  - 3.25.1 By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA **using e-verify**) and all other Federal immigration laws and regulations related to the immigration status of its employees. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.
  - 3.25.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.
- 3.26 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:
  - 3.26.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.
  - 3.26.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

**3.27 CONTRACTOR LICENSE REQUIREMENT:**

3.27.1 The Respondent shall procure all permits, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his business. The Respondent shall keep fully informed of existing and future Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same.

3.27.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1502 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

**3.28 POST AWARD MEETING:**

The Contractor may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

**EXECUTIVE AIRCRAFT MAINTENANCE, 8014 E. MCCLAIN DRIVE, SUITE 135, SCOTTSDALE, AZ 85260**

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[ X ]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[ X ]	[ ]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: (Payment shall be made within 48 hours of utilizing the Purchasing Card)	[ ]	[ X ]	%

PRICING SHEET: NIGP CODE 9051402

**1.0 PRICING:            PRIMARY AWARD**

**ITEM DESCRIPTION**

1.1 Cessna and Piper Aircraft Air Frame Parts, Instruments, Tools & Labor for repairs, modifications, calibrations and overhauls. In accordance with technical specifications Section 2.1.1.1. (CATALOGS WITH PRICE LISTS ARE MANDATORY FOR EACH AREA BID)

	PARTS CATALOG DESIGNATION & DATE	PRICE COLUMN TO BE USED	ADDITIONAL DISCOUNT
1.1.1 Cessna	CESSNA 2009	LEVEL 3	
1.1.2 Piper	PIPER 2009	LEVEL 3	
1.1.3 List others: PIPER PARTS PLUS	2009	LEVEL 3	
API	2009	LEVEL 3	

1.2 Textron Lycoming Piston, Continental and TCM Reciprocating Engine Parts, Bendix Magnetos & Engine Controls, Bendix (Precision) & HA-101 Fuel Systems Repair Parts, Accessories, Tools & Labor for repairs, modifications, calibrations and overhauls. In accordance with technical specifications Section 2.1.1.2. (CATALOGS WITH PRICE LISTS ARE MANDATORY FOR EACH AREA BID.)

	PARTS CATALOG DESIGNATION & DATE	PRICE COLUMN TO BE USED	ADDITIONAL DISCOUNT
1.2.1 List catalogs: AVIALL	2009	LEVEL 3	
AIRCRAFT SPRUCE	2009	LEVEL 3	

**EXECUTIVE AIRCRAFT MAINTENANCE, 8014 E. MCCLAIN DRIVE, SUITE 135, SCOTTSDALE, AZ 85260**

1.3 Aircraft Avionics, Electrical Avionic Systems, Repair Parts, Accessories, Tools & Labor for repairs, modifications, calibration and overhauls. Avionics included are: ACE AR2002 Scanner, Motorola Communications Spectra 800MHz, Northern Airborne Tech Audio and FM Products, Fujinon Binoculars S1440, Global Wulfsberg Systems, FLIR Infrared Imaging Systems, Garmin, IIMarrow Apollo. In accordance with technical specifications Section 2.1.1.3. (CATALOGS WITH PRICE LISTS ARE MANDATORY FOR EACH AREA BID.)

	PARTS CATALOG DESIGNATION & DATE	PRICE COLUMN TO BE USED	ADDITIONAL DISCOUNT
1.3.1 List catalogs:			
EDMO	2009	LEVEL 3	
GARMIN	2009	LEVEL 3	

1.4 Shop Supplies, Oil, Solvents, Paints, Tooling, Technical Publications and Revisions Services, Parts Testing, Calibration Services and other Labor and Services needed to support the maintenance activities encountered daily above and beyond the before mentioned Categories. Items to be covered include: DuPont Imron Products, Teledyne, Continental, Lycoming, Bendix Manuals, Current Maintenance Technical Publications, Nondestructive parts testing & X-Ray, Magna-Flux Services, Shop tools and supplies. (CATALOGS WITH PRICE LISTS ARE MANDATORY FOR EACH AREA BID.)

	PARTS CATALOG DESIGNATION & DATE	PRICE COLUMN TO BE USED	ADDITIONAL DISCOUNT
1.4.1 List catalogs:			
WS PETRO	2009	LEVEL 3	
MC MASTER-CARR	2009	LEVEL 3	
AVIALL	2009	LEVEL 3	
ATC	2009	LEVEL 3	

1.4.2 Nondestructive parts testing & X-Ray \$ /hour

1.4.3 Magna-Flux Services \$ /hour

**\*\*MCSO shall obtain quotes for Nondestructive parts testing to determine cost and methods follow any regulations for testing.**

**EXECUTIVE AIRCRAFT MAINTENANCE, 8014 E. MCCLAIN DRIVE, SUITE 135, SCOTTSDALE, AZ 85260**

1.5 General Aircraft Part, Supplies & Accessories: parts, supplies & accessories shall include but not limited to: adhesives, air filters, alternators, nicad batteries, lead acid batteries, tire/wheel/brake parts, spark plugs, oil filters, cleaners, drill bits, electrical components, degreasers, ignition parts, aircrafts jacks, hand tools, spread lubricants, motion sickness bags, tapes, safety wires, lamps/light bulbs, pneumatic systems, primer/paint/brushes, sandpaper, common hardware. (CATALOGS WITH PRICE LISTS ARE MANDATORY FOR EACH AREA BID.)

	PARTS CATALOG DESIGNATION & DATE	PRICE COLUMN TO BE USED	ADDITIONAL DISCOUNT
1.5.1 List catalogs: EAST COAST AVI SUPPLY	2009	LEVEL 3	
DESSER TIRE	2009	LEVEL 3	
CESSNA	2009	LEVEL 3	
PIPER	2009	LEVEL 3	

1.6 Labor rates for the above specifications. Failure to submit a bid for service labor rates DOES NOT disqualify a prospective vendor.

1.6.1 Rate during normal business hours

1.6.1.1 Vendors Location: \$80.00 per hour

1.6.1.2 County Location: \$80.00 per hour

1.6.2 Rate after business hours:

1.6.2.1 County Location \$80.00 per hour

1.7 Business Hours:

7:00AM – 4:00PM M-F

1.8 Emergency after hours contact information

Contact Name JAMES BUTLER

Contact Number 623-693-1603

1.9 Service call fees, if any (define)

\$0.00

1.10 Restocking charges, if any (define)

\$VARIOUS @ VENDORS GUIDELINES (20% NORM)

1.11 Define return policy as it pertains to Section 2.4

MADE TO ORDER W/ NO RETURN ARE NON-RETURNABLE

1.12 Minimum order /services policy defined:

NONE

**EXECUTIVE AIRCRAFT MAINTENANCE, 8014 E. MCCLAIN DRIVE, SUITE 135, SCOTTSDALE, AZ 85260**

Terms:	NET 30
Vendor Number:	W000012420 X
Telephone Number:	480-991-0900
Fax Number:	480-991-3067
Contact Person:	Susan Croye
E-mail Address:	susan.croye@eamaz.com
Contract Period:	To cover the period ending <b>April 30, 2012.</b>



**HANGAR ONE AVIONICS, 2100 PALOMAR AIRPORT RD, SUITE 211, CARLSBAD, CA 92011**

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[ X ]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[ X ]	[ ]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: (Payment shall be made within 48 hours of utilizing the Purchasing Card)	[ X ]	[ ]	<u>2%</u>

PRICING SHEET: NIGP CODE 9051402

**1.0 PRICING:                      SECONDARY AWARD**

1.3 Aircraft Avionics, Electrical Avionic Systems, Repair Parts, Accessories, Tools & Labor for repairs, modifications, calibration and overhauls. Avionics included are: ACE AR2002 Scanner, Motorola Communications Spectra 800MHz, Northern Airborne Tech Audio and FM Products, Fujinon Binoculars S1440, Global Wulfsberg Systems, FLIR Infrared Imaging Systems, Garmin, IIMarrow Apollo. In accordance with technical specifications Section 2.1.1.3. (CATALOGS WITH PRICE LISTS ARE MANDATORY FOR EACH AREA BID.)

	PARTS CATALOG DESIGNATION & DATE	PRICE COLUMN TO BE USED	ADDITIONAL DISCOUNT
1.3.1 List catalogs: <u>AOR/ACE</u>	<u>AOR USA PRICE LIST, 1/1/2009</u>	<u>LIST</u>	<u>10%</u>
<u>Bendix/King</u>	<u>2009 Bendix/ King Avionics Catalog, 10/01/2008</u>	<u>LIST</u>	<u>15%</u>
<u>Garmin</u>	<u>Garmin 2009</u>	<u>LIST</u>	<u>15%</u>
<u>Fujinon</u>	<u>Fujinon Binocular Price List 01/2008</u>	<u>SUGG. LIST</u>	<u>15%</u>
<u>Motorola</u>	<u>Not Available at this time</u>	<u>CURRENT MSRP</u>	<u>NO DISCOUNT</u>
<u>NAT</u>	<u>Northern Airborne Technology 2009 AON Price List</u>	<u>AON</u>	<u>10%</u>
<u>Wulfsberg</u>	<u>Suggested USA &amp; Canada Retail List Price 2008</u>	<u>LIST</u>	<u>15%</u>

**HANGAR ONE AVIONICS, 2100 PALOMAR AIRPORT RD, SUITE 211, CARLSBAD, CA 92011**

1.6 Labor rates for the above specificatons. Failure to submit a bid for service labor rates DOES NOT disqualify a prospective vendor.

1.6.1 Rate during normal business hours

1.6.1.1 Vendors Location: \$70.00 per hour

1.6.1.2 County Location: \$90.00 per hour

1.6.2 Rate after business hours:

1.6.2.1 County Location \$112.50 per hour

1.7 Business Hours:

M-F 8am – 5:30PM

1.8 Emergency after hours contact information

Contact Name Ken Piland

Contact Number 858-349-5971

1.9 Service call fees, if any (define)

NONE

1.10 Restocking charges, if any (define)

NONE

1.11 Define return policy as it pertains to Section 2.4

Returns accepted 60 days from date of purchase.

1.12 Minimum order /services policy defined:

NONE

\* Shipping is included in the prices quoted.

\* Hangar One Avionics will provide, at no cost, technical support via phone or email for any product sold to Maricopa County while that product is under the manufacturers warranty. The same service will be provided for any article repaired or installed by Hanger One for a period of one year.

\* Hangar One Avionics agrees to pay all standard shipping charges associated with the return of any product for warranty repair or exchange to the manufacturer and will provide to Maricopa County a UPS or FedEx account number at the time of shipment.

**HANGAR ONE AVIONICS, 2100 PALOMAR AIRPORT RD, SUITE 211, CARLSBAD, CA 92011**

Terms:	NET 30
Vendor Number:	W000014555 X
Telephone Number:	760-929-2270
Fax Number:	760-683-6980
Contact Person:	Karl Klingelhofer
E-mail Address:	karl@h1avionics.com
Contract Period:	To cover the period ending <b>April 30, 2012.</b>